

THE STATE OF TEXAS

BUDGET AMENDMENT FY2004-023

AWARD

COUNTY OF COLLIN

PROFESSIONAL SERVICES:
RIGHT-OF-WAY ACQUISITION SERVICES
ENGINEERING

On January 13, 2004, the Commissioners Court of Collin County, Texas, met in **regular session** with the following members present and participating, to wit:

Ron Harris
Phyllis Cole
Jerry Hoagland
Joe Jaynes
Jack Hatchell

County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

During such session the court considered a request for approval of the award of bid for Professional Services: Right-of-Way Acquisition Services (RFP No. 0310-002) and budget adjustment of 53,000 for same.

Thereupon, a motion was made, seconded and carried with a majority vote of the court to approve the award of bid for Professional Services: Right-of-Way Acquisition Services (RFP No. 0310-002) to the lowest and best evaluated bidders as detailed in the attached documentation, budget adjustment of \$53,000 and further authorize the Purchasing Agent to finalize and execute agreements. Same is hereby approved in accordance with the attached documentation.

From: Other Services/Charges / Road Construction	405-9005-603-7101	99102	\$53,000
To: Other Services/Charges / Right-of-Way Acquisition	405-9005-603-7050	99102	\$53,000

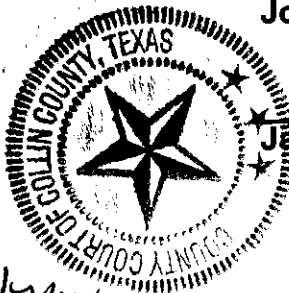

Ron Harris, County Judge


Phyllis Cole, Commissioner, Pct. 1



Jerry Hoagland, Commissioner, Pct. 2


Joe Jaynes, Commissioner, Pct. 3


Jack Hatchell, Commissioner, Pct. 4



ATTEST:


Brenda Taylor, Ex-Officio Clerk
Commissioners' Court
Collin County, T E X A S

COMMISSIONERS' COURT AGENDA REQUEST FORM

REQUESTS MUST BE RECEIVED NO LATER THAN 12:00 PM

ON THE TUESDAY PRIOR TO THE TUESDAY MEETING.

INSTRUCTIONS ON THE REVERSE

This space for Court Clerk

RECEIVED
COMMISSIONER'S COURT

2003 JAN - 5 AM 11:54

AGENDA NUMBER:

REGULAR

CONSENT

REQUESTING DEPARTMENT

Date: December 11, 2003 Court Date: January 13, 2004 Phone/Ext: 3728 Department: Engineering

Description of Agenda Item: Right-of-way Acquisition Services, Bid No.

0310-002, FM 2551 Bond Project 03-81; FM 1378 Bond Project 99-102;

and CR 166 Bond Project 03-78.

BUDGET RELATED INFORMATION

MUST COMPLETE FOR ALL EXPENDITURES/RFP'S

This item is part of the current budget: Yes ☐ No ☒

Amount Budgeted: (153,000)
(or needed)

Account Number:

DEPARTMENT HEAD
SIGNATURE:

PURCHASING DEPARTMENT ACTION & COMMENTS

Enter "not to exceed" cost estimate(s) for the requested item(s):

CHECK TWO OF THE BELOW			
ADVERTISE	<input type="checkbox"/>	BIDS	<input type="checkbox"/>
AWARD	<input checked="" type="checkbox"/>	PROPOSALS	<input checked="" type="checkbox"/>

BOND REQUIRED: no

INS. REQ'D: yes

ANNUAL ACTION: no

EFFECTIVE:

AD DATES:

OPEN DATE/TIME:

Item Description for Agenda: Commissioners' Court consideration and any action for approval of award of Professional Services: Right-of-Way Acquisition Services, RFP No. 0310-002

Remarks: to the three (3) best evaluated firms per the attached memo and authorize the

Purchasing Agent to finalize and execute agreements.

PURCHASING AGENT
SIGNATURE:

ac

AUDITOR'S OFFICE ACTION & COMMENTS

BUDGET/FUNDING VERIFICATION			
BUDGETED	<input type="checkbox"/>	FUNDS AVAILABLE	<input type="checkbox"/>
UNBUDGETED	<input type="checkbox"/>	ACCOUNT NUMBER FOR AVAILABLE FUNDS	
FUNDS NOT AVAILABLE	<input type="checkbox"/>	(Needed for Agenda Submission)	

BUDGET AMENDMENT REQUIRED	
NON-EMERGENCY, Sec 111.011 LGC	<input type="checkbox"/>
EMERGENCY, Sec 111.010 LGC	<input type="checkbox"/>

FUNDS TRANSFER RECOMMENDATION

AMOUNT

DEPARTMENT NAME

ACCOUNT NUMBER

\$ From

\$ From

\$ To

\$ To

Remarks:

COUNTY AUDITOR
SIGNATURE:

BUDGET DEPARTMENT ACTION & COMMENTS

COMMENTS RELATED TO BUDGET AMENDMENT JUSTIFICATION SUBMITTED BY DEPARTMENT

\$72,715 FUNDED IN 403-9006-603-5610 9941 FOR FM2551, BALANCE
& OTHER PROJ. TO BE FUNDED UPON APPROVAL OF FY04

BUDGET OFFICER
SIGNATURE:

BUDGET ADJ: F: 405-9005-603-7101
53,000 T: 405-9005-603-7101
7050 99102

TO: Honorable Commissioners Court

FROM: Purchasing Department

SUBJECT: Contract/Bid Award Data

COMMISSIONERS

COURT DATE: January 13, 2004

RFP NO. 0310-002

TITLE# Professional Services: Right-of-Way Acquisition Services

544 Bidders were notified through RFP Depot

95 Bidders viewed the specifications via RFP Depot

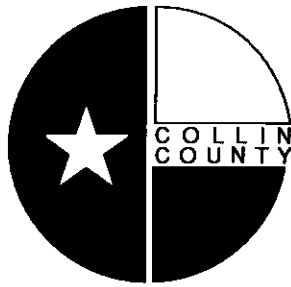
11 Bidder(s) responded to the bid as follows:
Pinnacle Consulting Management Group, Inc.
Halff Associates
SRLS Texas, LLC
Mactec Engineering and Consulting, Inc.
United States Right-of-Way Acquisition Company
Briggs Field Services, Inc.
Crossland Acquisitions, Inc.
Coates Field Services, Inc.
PBS&J
TBE Group
Universal Field Services, Inc.

RFP# 0310-002 is recommended to three (3) firms as the best evaluated offerors as evaluated by the Engineering Department and Purchasing, per the attached memo.

Halff Associates	FM 2551 (Murphy Road) Bond Project No 03-81	\$100,000.00
United States Right-of-Way	FM 378 Bond Project No 99-102	\$22,050.00
Mactec Engineering And Consultants	County Road 166 Bond Project No 03-78	\$30,000.00

Funds for these services were approved in the November 2003 bond package.

Please contact the Purchasing Department at extension 4122, should you have questions or need any additional information.



Engineering Department

December 10, 2003

To: Judge Harris and Commissioners

From: Ruben Delgado, Director of Engineering

A handwritten signature in black ink, appearing to be "RD", is written over the name "Ruben Delgado".

Re: Right-of-Way Acquisition Services, Bid No. 0310-002

The Engineering Department requests Commissioners Courts authorization to enter into a Consulting Agreement with the following firms to provide right-of-way acquisition services. Our recommendation is based on the evaluation of proposals submitted, verification of references and their fee for services.

<u>Firm</u>	<u>Project</u>	<u>Approx. # of Parcels</u>	<u>Proposed Fee</u>
Halff Associates	F.M. 2551 (Murphy Road) Bond Project No. 03-81	Forty (40)	\$100,000 \$2500 per parcel
United States Right-of-Way	F.M. 1378 Bond Project No. 99-102	Nine (9)	\$22,050 \$2450 per parcel
Mactec Engineering and Consultants	County Road 166 Bond Project No. 03-78	Fifteen (15)	\$30,000 \$2000 per parcel

In addition to the projects referenced above, we would also like to utilize these firms on future capital improvement projects approved as part of the 2003 Bond Program.

I will be available to answer any questions you might have regarding this matter.

xc: Bill Bilyeu
Jeff Durham

REFERENCE CHECK
RFP for Right-of-Way Acquisition Services

United States Right-of-Way

Mrs. Burkhardt did a good job for them (TXDOT) on the SH 161 and FM 308 jobs while she was with MACTEC.

Travis Henderson, TXDOT Dallas District

United States Right-of-Way (Diane Burkhardt) did a very good job for them obtaining right-of-entry for US 183 and I-130 projects. "Mrs. Burkhardt really knew her stuff"

Teri Morgan, Economic Development Commission, Austin

Good dealings with Mrs. Burkhardt when she was with MACTEC. "Very thorough" Believed she would do us a good job.

Mike Fairfield, Director of Public Works, Corinth

Mrs. Burkhardt was also given very high marks by Robyn Vaughan who is in the TXDOT Fort Worth District office.

Halff Associates

Have done a very good job for them. Felt as if they were the "Cadillac" in terms of firms providing right-of-way acquisition services.

Travis Henderson, TXDOT Dallas District

They have done a very good job on the I-10 project. Halff Associates are one of several firms working on the project. Their work has been performed in a very timely manner.

Sheryl Bookman, TXDOT Houston District

Unable to contact a 3rd reference.

MACTEC Engineering and Consulting

Mactec (Wayne Cockrell) and Diane Burkhardt, now with United States Right-of-Way, have done a good job for them.

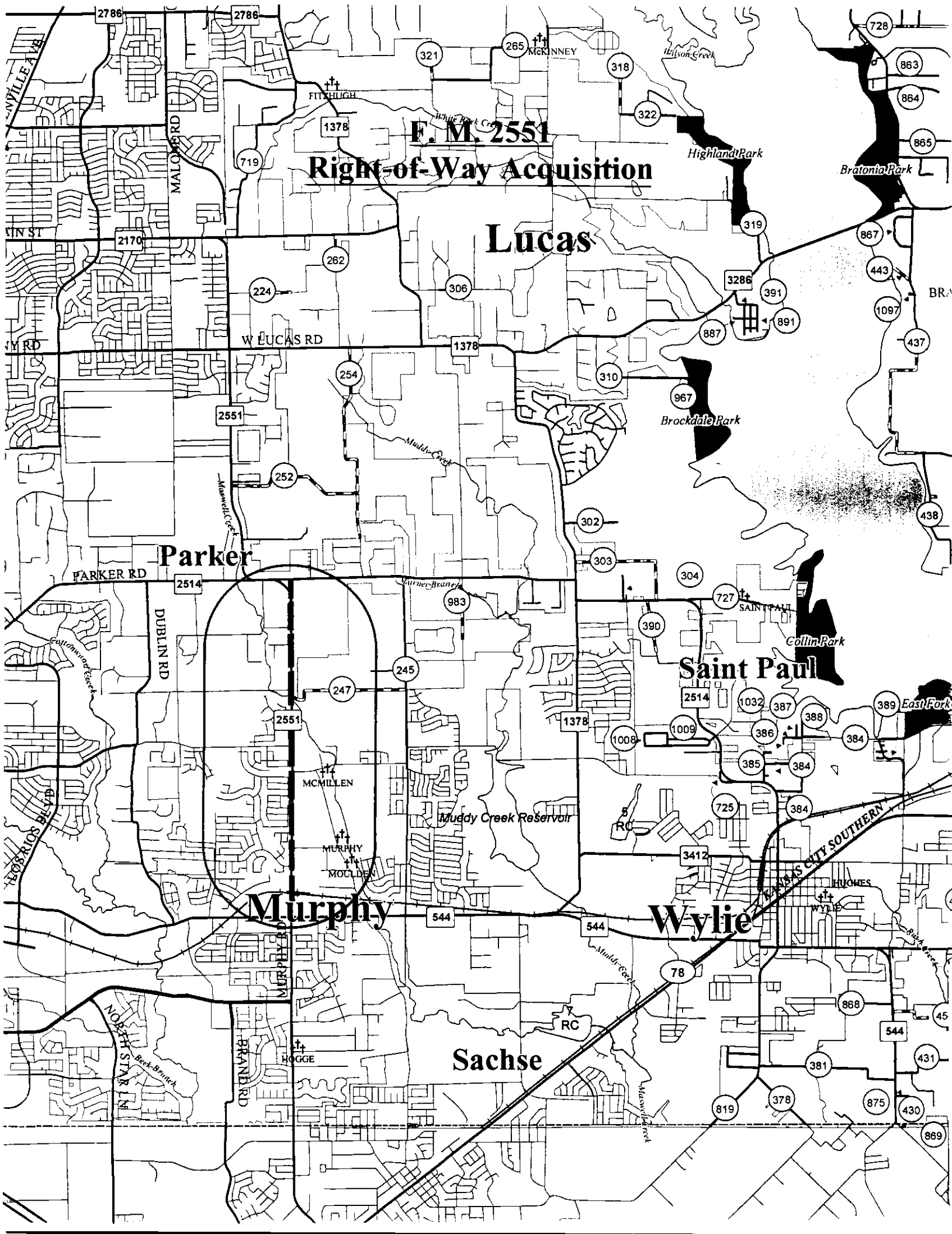
Travis Henderson, TXDOT Dallas District

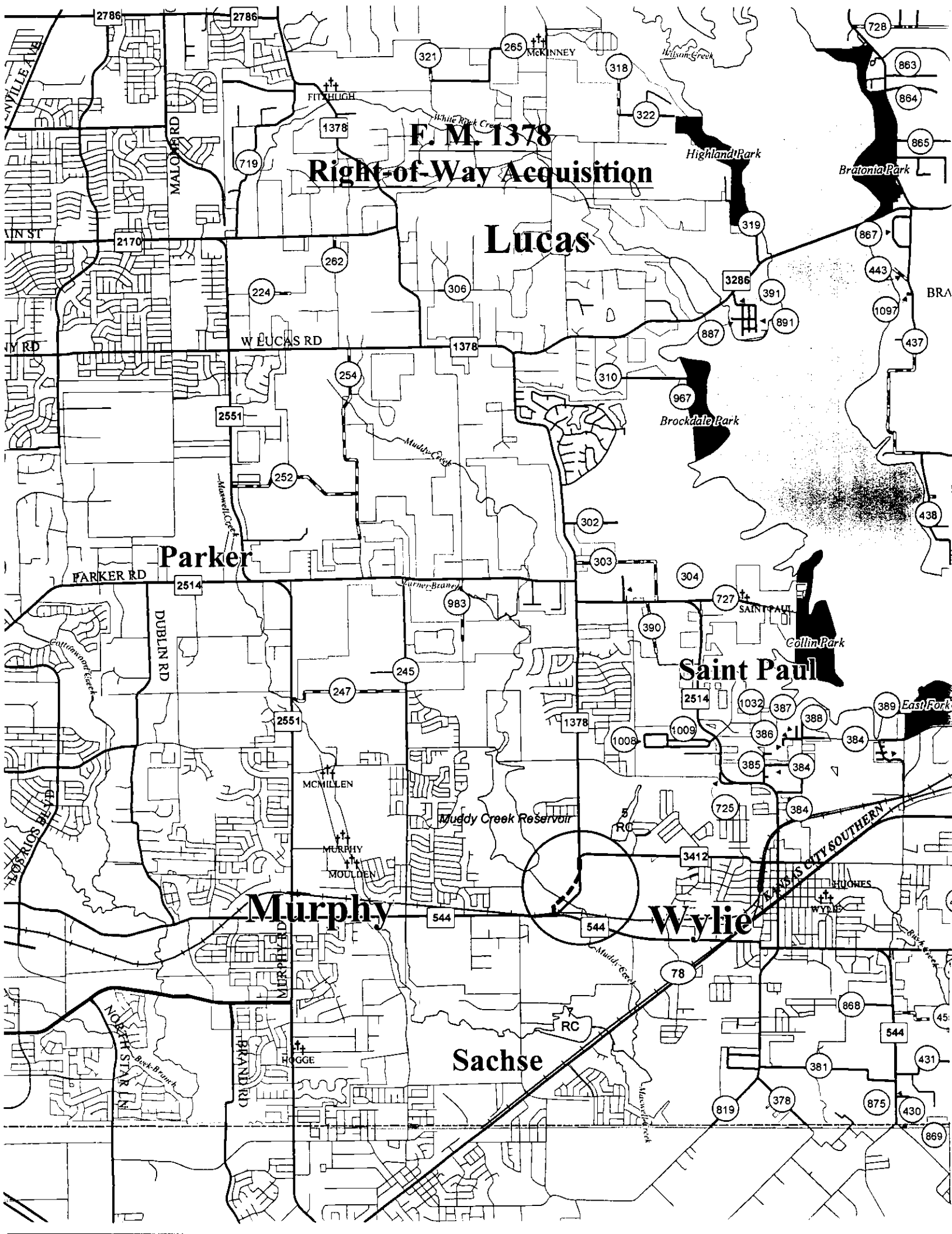
Mr. Cockrell finished a project Diane Burkhardt was working on when she was with Mactec. Very good dealings with both.

Robyn Vaughan, TXDOT Ft. Worth District

Very good dealings with Mactec.

Mike Fairfield, Director of Public Works, Corinth





F.M. 1378

Right-of-Way Acquisition

Lucas

Parker

Saint Paul

Murphy

Wylie

Sachse

The map displays the layout of County Road 166 and its right-of-way acquisition. Key features include:

- County Road 166 Right-of-Way Acquisition:** The main title of the map, indicating the project area.
- Landmarks and Communities:**
 - Aero County Airport:** Located in the lower-left quadrant.
 - Rhea Mills Community:** Located in the center-left area.
 - Bloomdale Community:** Located in the center-right area.
 - McKinney:** The city name is prominently displayed in the bottom right corner.
- Road Network:**
 - County Road 166:** The primary road being acquired, running horizontally across the center.
 - Other Roads:** Numerous other roads are shown, including 127, 129, 171, 126, 169, 125, 168, 167, 165, 163, 123, 124, 122, 121, 120, 119, 118, 117, 116, 115, 114, 113, 112, 111, 110, 109, 108, 107, 106, 105, 104, 103, 102, 101, 100, 99, 98, 97, 96, 95, 94, 93, 92, 91, 90, 89, 88, 87, 86, 85, 84, 83, 82, 81, 80, 79, 78, 77, 76, 75, 74, 73, 72, 71, 70, 69, 68, 67, 66, 65, 64, 63, 62, 61, 60, 59, 58, 57, 56, 55, 54, 53, 52, 51, 50, 49, 48, 47, 46, 45, 44, 43, 42, 41, 40, 39, 38, 37, 36, 35, 34, 33, 32, 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, 15, 14, 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1.
- Geographical Features:**
 - Stout Creek:** A waterway running vertically through the center.
 - Franklin Branch:** A waterway running horizontally across the center.
 - Wagon Creek:** A waterway running horizontally across the bottom.
- Other Labels:**
 - McKinney:** The city name is prominently displayed in the bottom right corner.
 - McGARRAH:** A street name located near the bottom center.
 - STONEBRIDGE DR:** A street name located near the bottom center.
 - VIRGINIA PKWY:** A street name located near the bottom center.
 - COLLEGE COUNTY FARM:** A location near the bottom center.
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CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as "County", and United States Right of Way Acquisition Company, a Corporation hereinafter referred to as "Consultant", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the County desires to engage the services of the Consultant to provide right-of-way acquisition services for FM 1378, and to perform other related consulting services, as needed, in connection with Right-of-Way Acquisition Services, RFP No. 0310-002 hereinafter referred to as the "Project"; and

WHEREAS, the Consultant desires to render such Consulting services for the County upon the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Consultant

The County hereby agrees to retain the Consultant to perform consulting services in connection with the Project; Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement, exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

II. Scope of Services

The parties agree that Consultant shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. Work for each phase shall be preceded by a Notice to Proceed issued by County. The parties understand and agree that deviations or modifications in the form of written amendments may be authorized from time to time by the County.

2011:42

III. Schedule of Services

The Consultant agrees to commence its services immediately upon execution of this Agreement, or as otherwise directed in writing by the County, and to proceed diligently with said services to completion as described in the Completion Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement. Consultant shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond its reasonable control. Should such circumstances occur, the Consultant shall, within a reasonable time of being prevented from performing, give written notice to the County describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Consultant shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit "C" and thereby made a part of this Agreement. Consultant further agrees that it will prepare and present such progress reports and itemized statements as are described in said Exhibit "C". Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

V. Information to be provided by the County

The County agrees to furnish to Consultant, prior to the Consultant's commencement of its services, all that information set forth and described on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

VI. Meetings

In addition to providing the progress reports as required under Paragraph IV herein above, Consultant agrees to attend all regularly scheduled meetings and other meetings, as may be required, related to the "Project" and scheduled by County. Consultant shall, at such meetings, outline work accomplished and special problems or delays encountered in connection with the Project during the previous report period, as well as planned work activities and special problems and delays anticipated for the next report period.

VII. Insurance

Consultant agrees to meet all insurance requirements as set forth on Exhibit "E" which is attached hereto and thereby made a part of this Agreement.

VIII. Indemnity

The Consultant shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages, demands or other demands of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Consultant, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award. Consultant shall pay any judgment with cost which may be obtained against Collin County and participating entities growing out of such injury or damages.

IX. Independent Contractor

In the performance of services hereunder, the Consultant shall be deemed an independent contractor and shall not, with respect to its acts or omissions, be deemed an agent or employee of the County.

X. Assignment and Subletting

The Consultant agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the County. The Consultant further agrees that the assignment or subletting or any portion or feature of the services required in the performance of this Agreement shall not relieve the Consultant from its full obligations to the County as provided by this Agreement.

XI. Audits and Records/Prohibited Interest

The Consultant agrees that at any time during normal business hours, and as often as County may deem necessary, Consultant shall make available to representatives of the County for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the County to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements.

The Consultant agrees that it is aware of the prohibited interest requirements of the state law which are applicable to persons entering into contracts with the County and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit shown in Exhibit "F". Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the agreement voidable.

XII. Contract Termination

The parties agree that County shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Consultant. In the event of such termination without cause, Consultant shall deliver to County all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Consultant in connection with this Agreement. Consultant shall have the right to terminate this Agreement upon thirty (30) days written notice to County in the event of the County's breach of any material term of this Agreement, including but not limited to compensation and method of payment. Regardless of which party initiates termination, Consultant shall be entitled to compensation for any and all services completed to the satisfaction of County in accordance with the provisions of this Agreement prior to termination.

XIII. Ownership of Documents

Original documents created by Consultant are the property of the Consultant; however, the Project is the property of the County, and Consultant may not use the drawings and specifications therefore for any purpose not relating to the Project without County's consent. County shall be furnished with such reproductions of documents as County may reasonably require. Upon completion of the services or any earlier termination of this Agreement under Article XII, Consultant will promptly furnish the County with all documents related to the services performed under this agreement. Any reuse will be at the County's sole risk and without liability or legal exposure to Consultant.

XIV. Complete Contract

This Agreement, including the exhibits hereto numbered "A" through "F", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XV. Mailing of Notices

Unless instructed otherwise in writing, Consultant agrees that all notices or communications to the County permitted or required under this Agreement shall be addressed to the County at the following address:

Technical Issues To:
Collin County Engineering Department
Ruben Delgado, P.E.
825 N. McDonald Street, Suite 160
McKinney TX 75069

Contractual Issues To:
Collin County Purchasing Department
Frank Ybarbo
200 S. McDonald Street, Suite 230
McKinney TX 75069

County agrees that all notices or communications to Consultant permitted or required under this Agreement shall be addressed to Consultant at the following address:

United States Right of Way Acquisition Company
Diane Burkhardt
552 Sellmeyer Lane
Highland Village TX 75077

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the date such notice or communication is posted by the sending party.

XVI. Miscellaneous

A. Paragraph Headings

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Interpret Contract Fairly

Although this Agreement is drafted by County, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorable for either party.

C. Venue/Governing Law

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas.

D. Parties Bound

County and Consultant, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date

This Agreement shall be effective from and after execution by both parties hereto.

G. Term of Agreement

The term of Agreement shall conform to the schedule as stipulated in Exhibit "B" attached herein. No other extension shall be authorized unless granted by written agreement between the County and Consultant.

WITNESS OUR HANDS AND SEALS on the date indicated below.

COLLIN COUNTY, TEXAS

Date: 2/13/04

By: Franklin Ybarbo
Franklin Ybarbo, Purchasing Agent
Approved by Court Order No. 2004-008-01-13

Date: 2-2-04

Diane L. Burkhardt
By: Diane L. Burkhardt
Title: PRESIDENT

ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF Dallas }

BEFORE ME, 2-2-04 on this day personally appeared Diane L. Burkhardt, of U.S. Right of Way, a Texas corporation, known to me (or proved to me on the oath of N/A or through TX Drivers License (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of the corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of Feb, 2004.

W. Cockrell
Notary Public, State of Texas



W. Cockrell
Printed Name

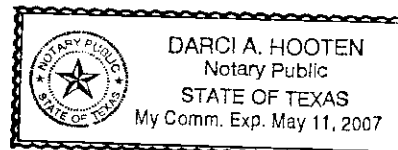
My Commission expires on the 16 day of Nov., 2005.

STATE OF TEXAS }
COUNTY OF COLLIN }

BEFORE ME, Notary Public on this day personally appeared Franklin Ybarbo, Purchasing Agent of COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of COLLIN COUNTY, TEXAS, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18th day of Feb, 2004.

Darci A. Hooten
Notary Public, State of Texas



Darci A. Hooten
Printed Name

My Commission expires on the 11th day of May, 2007.

EXHIBIT “A”

SCOPE OF SERVICES

All services performed by United States Right of Way Acquisition Company in association with the acquisition of right-of-way services for the nine (9) parcels located on FM 1378 shall be performed per RFP NO. 0310-002, which is made a part of this agreement by attachment.

EXHIBIT “B”

COMPLETION SCHEDULE

This agreement shall be effective upon execution by both parties and shall be in effect through and including September 30, 2007. All work shall be coordinated through the Collin County Engineering Department.

EXHIBIT “C”

PAYMENT SCHEDULE

Invoices will be transmitted to the County on a monthly basis based on a percentage of completion up to that time.

United States Right of Way Acquisition Company agrees to perform the services for right-of-way acquisition for the nine (9) parcels located on FM 1378 for a fee not to exceed \$22,050.00. Any additional services required by the County shall be paid in accordance with the fee schedule included in RFP No. 0310-002 and made a part of this agreement by attachment. Any additional services shall be approved by the County prior to commencing work and a notice to proceed will be issued by the County.

EXHIBIT “D”

INFORMATION TO BE FURNISHED BY THE COUNTY

The County will furnish to the Consultant any data relating to the Project and/or information pertaining to the existing project.

EXHIBIT "E"

INSURANCE REQUIREMENTS

1.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

1.1.1 Commercial General Liability insurance at minimum combined single limits of (\$500,000 per-occurrence and \$1,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$500,000 per occurrence. Coverage must be written on an occurrence form.

1.1.2 Workers Compensation insurance at statutory limits, including employers liability coverage at minimum limits. In addition to these, the contractor must meet each stipulation below as required by the Texas Workers Compensation Commission; (Note: If you have questions concerning these requirements, you are instructed to contact the TWCC at (512)440-3789).

1.1.2.1 Definitions: Certificate of coverage ("certificate"). A copy of a certificate of authority of self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, OR TWCC-84), showing statutory workers compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in 406.096) includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1.1.2.2 The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

1.1.2.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

1.1.2.4 If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

1.1.2.5 The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1.1.2.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

AGREEMENT NO. 0310-02-02

1.1.2.5.2 no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

1.1.2.6 The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

1.1.2.7 The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

1.1.2.8 The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

1.1.2.9 The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1.1.2.9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

1.1.2.9.2 provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

1.1.2.9.3 provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

1.1.2.9.4 obtain from each other person with whom it contracts, and provide to the contractor:

1.1.2.9.4.1 a certificate of coverage, prior to the other person beginning work on the project; and

1.1.2.9.4.2 a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

1.1.2.9.5 retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

1.1.2.9.6 notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

1.1.2.9.7 contractually require each person with whom it contracts, to perform as required by paragraphs 1.1.2.1 through 1.1.2.7, with the certificates of coverage to be provided to the person for whom they are providing services.

1.1.2.10 By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers compensation coverage for the duration of the project, that

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the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.1.2.11 The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.1.3 Commercial Automobile Liability insurance shall be no less than \$500,000 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

1.2 The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by Collin County.

1.3 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

1.3.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be contained in the workers compensation coverage.

1.3.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

1.3.3 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

1.3.4 All copies of Certificates of Insurance shall reference the project/contract number.

1.4 All insurance shall be purchased from an insurance company that meets the following requirements:

1.4.1 A financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.

1.5 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

1.5.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

1.5.2 Sets forth the notice of cancellation or termination to Collin County.

EXHIBIT "F"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, or corporation, whatever the case, has or will have during the term of this contract a prohibited interest as that term is defined in Vernon's Texas Codes Annotated, Local Government Code Title 5, Section C, Chapter 171.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Consultant UNITED STATES RIGHT of Way Acquisition Company, Inc.
 Title of Officer PRESIDENT
 Signature of Officer Diane L. Burkhardt
 Date: 2-2-04

ACKNOWLEDGMENT

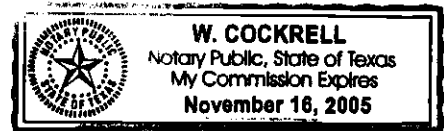
STATE OF TEXAS }
 }
 COUNTY OF COLLIN }

BEFORE ME, on this day personally appeared DIANE L. Burkhardt, known to me (or proved to me on the oath of N/A) or through TX Driver's License (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of Feb, 2004.

W. Cockrell
 Notary Public, State of Texas

W. Cockrell
 Printed Name



My Commission expires on the 16 day of Nov., 2005.



CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as "County", and Halff Associates, ^{Inc.} ~~THE TEXAS CORPORATION~~, hereinafter referred to as "Consultant", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the County desires to engage the services of the Consultant to provide right-of-way acquisition services for FM 2551, and to perform other related consulting services, as needed, in connection with Right-of-Way Acquisition Services, RFP No. 0310-002 hereinafter referred to as the "Project"; and

WHEREAS, the Consultant desires to render such Consulting services for the County upon the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Consultant

The County hereby agrees to retain the Consultant to perform consulting services in connection with the Project; Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement, exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

II. Scope of Services

The parties agree that Consultant shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. Work for each phase shall be preceded by a Notice to Proceed issued by County. The parties understand and agree that deviations or modifications in the form of written amendments may be authorized from time to time by the County.

III. Schedule of Services

The Consultant agrees to commence its services immediately upon execution of this Agreement, or as otherwise directed in writing by the County, and to proceed diligently with said services to completion as described in the Completion Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement. Consultant shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond its reasonable control. Should such circumstances occur, the Consultant shall, within a reasonable time of being prevented from performing, give written notice to the County describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Consultant shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit "C" and thereby made a part of this Agreement. Consultant further agrees that it will prepare and present such progress reports and itemized statements as are described in said Exhibit "C". Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

V. Information to be provided by the County

The County agrees to furnish to Consultant, prior to the Consultant's commencement of its services, all that information set forth and described on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

VI. Meetings

In addition to providing the progress reports as required under Paragraph IV herein above, Consultant agrees to attend all regularly scheduled meetings and other meetings, as may be required, related to the "Project" and scheduled by County. Consultant shall, at such meetings, outline work accomplished and special problems or delays encountered in connection with the Project during the previous report period, as well as planned work activities and special problems and delays anticipated for the next report period.

VII. Insurance

Consultant agrees to meet all insurance requirements as set forth on Exhibit "E" which is attached hereto and thereby made a part of this Agreement.

VIII. Indemnity

The Consultant shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages, demands or other demands of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Consultant, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award. Consultant shall pay any judgment with cost which may be obtained against Collin County and participating entities growing out of such injury or damages.

IX. Independent Contractor

In the performance of services hereunder, the Consultant shall be deemed an independent contractor and shall not, with respect to its acts or omissions, be deemed an agent or employee of the County.

X. Assignment and Subletting

The Consultant agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the County. The Consultant further agrees that the assignment or subletting or any portion or feature of the services required in the performance of this Agreement shall not relieve the Consultant from its full obligations to the County as provided by this Agreement.

XI. Audits and Records/Prohibited Interest

The Consultant agrees that at any time during normal business hours, and as often as County may deem necessary, Consultant shall make available to representatives of the County for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the County to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements.

The Consultant agrees that it is aware of the prohibited interest requirements of the state law which are applicable to persons entering into contracts with the County and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit shown in Exhibit "F". Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the agreement voidable.

XII. Contract Termination

The parties agree that County shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Consultant. In the event of such termination without cause, Consultant shall deliver to County all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Consultant in connection with this Agreement. Consultant shall have the right to terminate this Agreement upon thirty (30) days written notice to County in the event of the County's breach of any material term of this Agreement, including but not limited to compensation and method of payment. Regardless of which party initiates termination, Consultant shall be entitled to compensation for any and all services completed to the satisfaction of County in accordance with the provisions of this Agreement prior to termination.

XIII. Ownership of Documents

Original documents created by Consultant are the property of the Consultant; however, the Project is the property of the County, and Consultant may not use the drawings and specifications therefore for any purpose not relating to the Project without County's consent. County shall be furnished with such reproductions of documents as County may reasonably require. Upon completion of the services or any earlier termination of this Agreement under Article XII, Consultant will promptly furnish the County with all documents related to the services performed under this agreement. Any reuse will be at the County's sole risk and without liability or legal exposure to Consultant.

XIV. Complete Contract

This Agreement, including the exhibits hereto numbered "A" through "F", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XV. Mailing of Notices

Unless instructed otherwise in writing, Consultant agrees that all notices or communications to the County permitted or required under this Agreement shall be addressed to the County at the following address:

Technical Issues To:
Collin County Engineering Department
Ruben Delgado, P.E.
825 N. McDonald Street, Suite 160
McKinney TX 75069

Contractual Issues To:
Collin County Purchasing Department
Frank Ybarbo
200 S. McDonald Street, Suite 230
McKinney TX 75069

County agrees that all notices or communications to Consultant permitted or required under this Agreement shall be addressed to Consultant at the following address:

Halff Associates
Mark Janicki, PE, JD
8616 Northwest Plaza Drive
Dallas TX 75225

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the date such notice or communication is posted by the sending party.

XVI. Miscellaneous

A. Paragraph Headings

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Interpret Contract Fairly

Although this Agreement is drafted by County, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorable for either party.

C. Venue/Governing Law

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas.

D. Parties Bound

County and Consultant, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date

This Agreement shall be effective from and after execution by both parties hereto.

G. Term of Agreement

The term of Agreement shall conform to the schedule as stipulated in Exhibit "B" attached herein. No other extension shall be authorized unless granted by written agreement between the County and Consultant.

WITNESS OUR HANDS AND SEALS on the date indicated below.

COLLIN COUNTY, TEXAS

Date: 2/19/04

By: Franklin Ybarbo
Franklin Ybarbo, Purchasing Agent
Approved by Court Order No. 2004-008-01-13

Date: 2/10/04

HALFF ASSOCIATES, INC.
By: [Signature]
Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS }

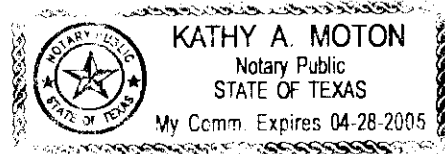
COUNTY OF Dallas }

BEFORE ME, _____ on this day personally appeared Grey Kuhn
 Vice President of HALF Associates, Inc., a Texas corporation, known to me ~~for~~
~~proved to me on the oath of~~ _____ or through _____
~~(description of identity card or other document)~~ to be the person whose name is
 subscribed to the foregoing instrument and acknowledged to me that he/she executed the
 same as the act and deed of the corporation, for the purposes and consideration therein
 expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10th day of Feb., 2004.

Kathy A. Moton
 Notary Public, State of Texas

KATHY A. MOTON
 Printed Name



My Commission expires on the 28th day of April, 2005.

STATE OF TEXAS }

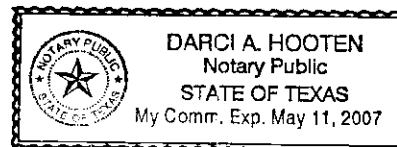
COUNTY OF COLLIN }

BEFORE ME, Notary Public on this day personally appeared Franklin Ybarbo,
 Purchasing Agent of COLLIN COUNTY, TEXAS, a political subdivision of the State of
 Texas, known to me to be the person whose name is subscribed to the foregoing
 instrument and acknowledged to me that he/she executed the same as the act and deed of
 COLLIN COUNTY, TEXAS, for the purposes and consideration therein expressed and
 in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19th day of Feb., 2004.

Darci A. Hooten
 Notary Public, State of Texas

Darci A. Hooten
 Printed Name



My Commission expires on the 11th day of May, 2007.

EXHIBIT “A”

SCOPE OF SERVICES

All services performed by Halff Associates in association with the acquisition of right-of-way services for the forty (40) parcels located on FM 2551 shall be performed per RFP NO. 0310-002, which is made a part of this agreement by attachment.

EXHIBIT “B”

COMPLETION SCHEDULE

This agreement shall be effective upon execution by both parties and shall be in effect through and including September 30, 2007. All work shall be coordinated through the Collin County Engineering Department.

EXHIBIT "C"

PAYMENT SCHEDULE

Invoices will be transmitted to the County on a monthly basis based on a percentage of completion up to that time.

Halff Associates agrees to perform the services for right-of-way acquisition for the forty (40) parcels located on FM 2551 for a fee not to exceed \$100,000.00. Any additional services required by the County shall be paid in accordance with the fee schedule included in RFP No. 0310-002 and made a part of this agreement by attachment. Any additional services shall be approved by the County prior to commencing work and a notice to proceed will be issued by the County.

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INFORMATION TO BE FURNISHED BY THE COUNTY

The County will furnish to the Consultant any data relating to the Project and/or information pertaining to the existing project.

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1.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

1.1.1 Commercial General Liability insurance at minimum combined single limits of (\$500,000 per-occurrence and \$1,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$500,000 per occurrence. Coverage must be written on an occurrence form.

1.1.2 Workers Compensation insurance at statutory limits, including employers liability coverage at minimum limits. In addition to these, the contractor must meet each stipulation below as required by the Texas Workers Compensation Commission; (Note: If you have questions concerning these requirements, you are instructed to contact the TWCC at (512)440-3789).

1.1.2.1 Definitions: Certificate of coverage ("certificate"). A copy of a certificate of authority of self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, OR TWCC-84), showing statutory workers compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in 406.096) includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1.1.2.2 The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

1.1.2.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

1.1.2.4 If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

1.1.2.5 The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1.1.2.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

AGREEMENT NO. 0310-002-01

1.1.2.5.2 no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

1.1.2.6 The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

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1.1.2.9.2 provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

1.1.2.9.3 provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

1.1.2.9.4 obtain from each other person with whom it contracts, and provide to the contractor:

1.1.2.9.4.1 a certificate of coverage, prior to the other person beginning work on the project; and

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1.1.2.9.7 contractually require each person with whom it contracts, to perform as required by paragraphs 1.1.2.1 through 1.1.2.7, with the certificates of coverage to be provided to the person for whom they are providing services.

1.1.2.10 By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers compensation coverage for the duration of the project, that

AGREEMENT NO. 0310-002-01

the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.1.2.11 The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.1.3 Commercial Automobile Liability insurance shall be no less than \$500,000 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

1.2 The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by Collin County.

1.3 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

1.3.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be contained in the workers compensation coverage.

1.3.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

1.3.3 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

1.3.4 All copies of Certificates of Insurance shall reference the project/contract number.

1.4 All insurance shall be purchased from an insurance company that meets the following requirements:

1.4.1 A financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.

1.5 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

1.5.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

1.5.2 Sets forth the notice of cancellation or termination to Collin County.

EXHIBIT "F"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, or corporation, whatever the case, has or will have during the term of this contract a prohibited interest as that term is defined in Vernon's Texas Codes Annotated, Local Government Code Title 5, Section C, Chapter 171.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Consultant Half Associates, Inc.
 Title of Officer Vice President
 Signature of Officer [Signature]
 Date: 2/10/04

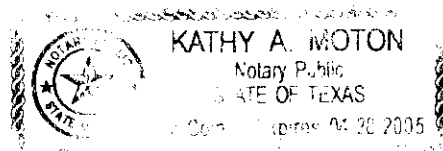
ACKNOWLEDGMENT

STATE OF TEXAS }
 COUNTY OF Dallas }
~~COLLIN~~

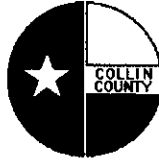
BEFORE ME, on this day personally appeared Greg Kuhn, Vice President, known to me ~~(or proved to me on the oath of _____ or through _____)~~ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10th day of Feb., 2004.

[Signature]
 Notary Public, State of Texas
KATHY A. MOTON
 Printed Name



My Commission expires on the 20th day of April, 2005.



CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as "County", and Mactec Engineering and Consulting, Inc., a CORPORATION, hereinafter referred to as "Consultant", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the County desires to engage the services of the Consultant to provide right-of-way acquisition services for CR 166, and to perform other related consulting services, as needed, in connection with Right-of-Way Acquisition Services, RFP No. 0310-002 hereinafter referred to as the "Project"; and

WHEREAS, the Consultant desires to render such Consulting services for the County upon the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Consultant

The County hereby agrees to retain the Consultant to perform consulting services in connection with the Project; Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement, exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

II. Scope of Services

The parties agree that Consultant shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. Work for each phase shall be preceded by a Notice to Proceed issued by County. The parties understand and agree that deviations or modifications in the form of written amendments may be authorized from time to time by the County.

III. Schedule of Services

The Consultant agrees to commence its services immediately upon execution of this Agreement, or as otherwise directed in writing by the County, and to proceed diligently with said services to completion as described in the Completion Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement. Consultant shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond its reasonable control. Should such circumstances occur, the Consultant shall, within a reasonable time of being prevented from performing, give written notice to the County describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Consultant shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit "C" and thereby made a part of this Agreement. Consultant further agrees that it will prepare and present such progress reports and itemized statements as are described in said Exhibit "C". Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

V. Information to be provided by the County

The County agrees to furnish to Consultant, prior to the Consultant's commencement of its services, all that information set forth and described on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

VI. Meetings

In addition to providing the progress reports as required under Paragraph IV herein above, Consultant agrees to attend all regularly scheduled meetings and other meetings, as may be required, related to the "Project" and scheduled by County. Consultant shall, at such meetings, outline work accomplished and special problems or delays encountered in connection with the Project during the previous report period, as well as planned work activities and special problems and delays anticipated for the next report period.

VII. Insurance

Consultant agrees to meet all insurance requirements as set forth on Exhibit "E" which is attached hereto and thereby made a part of this Agreement.

VIII. Indemnity

The Consultant shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages, demands or other demands of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Consultant, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award. Consultant shall pay any judgment with cost which may be obtained against Collin County and participating entities growing out of such injury or damages.

IX. Independent Contractor

In the performance of services hereunder, the Consultant shall be deemed an independent contractor and shall not, with respect to its acts or omissions, be deemed an agent or employee of the County.

X. Assignment and Subletting

The Consultant agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the County. The Consultant further agrees that the assignment or subletting or any portion or feature of the services required in the performance of this Agreement shall not relieve the Consultant from its full obligations to the County as provided by this Agreement.

XI. Audits and Records/Prohibited Interest

The Consultant agrees that at any time during normal business hours, and as often as County may deem necessary, Consultant shall make available to representatives of the County for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the County to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements.

The Consultant agrees that it is aware of the prohibited interest requirements of the state law which are applicable to persons entering into contracts with the County and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit shown in Exhibit "F". Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the agreement voidable.

XII. Contract Termination

The parties agree that County shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Consultant. In the event of such termination without cause, Consultant shall deliver to County all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Consultant in connection with this Agreement. Consultant shall have the right to terminate this Agreement upon thirty (30) days written notice to County in the event of the County's breach of any material term of this Agreement, including but not limited to compensation and method of payment. Regardless of which party initiates termination, Consultant shall be entitled to compensation for any and all services completed to the satisfaction of County in accordance with the provisions of this Agreement prior to termination.

XIII. Ownership of Documents

Original documents created by Consultant are the property of the Consultant; however, the Project is the property of the County, and Consultant may not use the drawings and specifications therefore for any purpose not relating to the Project without County's consent. County shall be furnished with such reproductions of documents as County may reasonably require. Upon completion of the services or any earlier termination of this Agreement under Article XII, Consultant will promptly furnish the County with all documents related to the services performed under this agreement. Any reuse will be at the County's sole risk and without liability or legal exposure to Consultant.

XIV. Complete Contract

This Agreement, including the exhibits hereto numbered "A" through "F", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XV. Mailing of Notices

Unless instructed otherwise in writing, Consultant agrees that all notices or communications to the County permitted or required under this Agreement shall be addressed to the County at the following address:

Technical Issues To:
Collin County Engineering Department
Ruben Delgado, P.E.
825 N. McDonald Street, Suite 160
McKinney TX 75069

Contractual Issues To:
Collin County Purchasing Department
Frank Ybarbo
200 S. McDonald Street, Suite 230
McKinney TX 75069

County agrees that all notices or communications to Consultant permitted or required under this Agreement shall be addressed to Consultant at the following address:

Mactec Engineering and Consulting, Inc.
Wayne Cockrell
Right of Way Department
16650 Westgrove Drive, Suite 600
Addision TX 75001

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the date such notice or communication is posted by the sending party.

XVI. Miscellaneous

A. Paragraph Headings

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Interpret Contract Fairly

Although this Agreement is drafted by County, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorable for either party.

C. Venue/Governing Law

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas.

D. Parties Bound

County and Consultant, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date

This Agreement shall be effective from and after execution by both parties hereto.

G. Term of Agreement

The term of Agreement shall conform to the schedule as stipulated in Exhibit "B" attached herein. No other extension shall be authorized unless granted by written agreement between the County and Consultant.

WITNESS OUR HANDS AND SEALS on the date indicated below.

COLLIN COUNTY, TEXAS

Date: 2/23/04

By: Franklin Ybarbo
Franklin Ybarbo, Purchasing Agent
Approved by Court Order No. 2004-008-01-13

Date: 2-3-04

MACTEC ENGINEERING AND CONSULTING, INC.

By: R. B. Galt
PATRICK GALT

Title: PRINCIPAL, AEP

2/23/04
mk

ACKNOWLEDGMENT

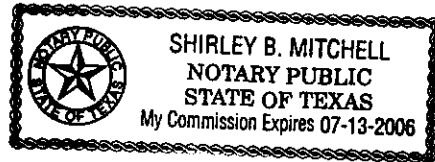
STATE OF TEXAS }
 }
 COUNTY OF Dallas }

BEFORE ME, _____ on this day personally appeared Patrick P. Bolton, of MACTEC Engr. & Consulting, Delaware corporation, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of the corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of Feb., 2004.

Shirley B. Mitchell
 Notary Public, State of Texas

Shirley B. Mitchell
 Printed Name



My Commission expires on the 13th day of July, 2006.

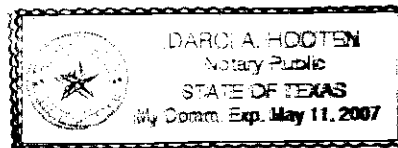
STATE OF TEXAS }
 }
 COUNTY OF COLLIN }

BEFORE ME, a notary public on this day personally appeared Franklin Ybarbo, Purchasing Agent of COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of COLLIN COUNTY, TEXAS, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23rd day of Feb., 2004.

Darcia A. Hooten
 Notary Public, State of Texas

Darcia A. Hooten
 Printed Name



My Commission expires on the 11th day of May, 2007.

EXHIBIT “A”

SCOPE OF SERVICES

All services performed by Mactec Engineering and Consulting, Inc. in association with the acquisition of right-of-way services for the fifteen (15) parcels located on CR 166 shall be performed per RFP NO. 0310-002, which is made a part of this agreement by attachment.

EXHIBIT “B”

COMPLETION SCHEDULE

This agreement shall be effective upon execution by both parties and shall be in effect through and including September 30, 2007. All work shall be coordinated through the Collin County Engineering Department.

EXHIBIT “C”

PAYMENT SCHEDULE

Invoices will be transmitted to the County on a monthly basis based on a percentage of completion up to that time.

Mactec Engineering and Consulting, Inc. agrees to perform the services for right-of-way acquisition for the fifteen (15) parcels located on CR 166 for a fee not to exceed \$30,000.00. Any additional services required by the County shall be paid in accordance with the fee schedule included in RFP No. 0310-002 and made a part of this agreement by attachment. Any additional services shall be approved by the County prior to commencing work and a notice to proceed will be issued by the County.

EXHIBIT “D”

INFORMATION TO BE FURNISHED BY THE COUNTY

The County will furnish to the Consultant any data relating to the Project and/or information pertaining to the existing project.

EXHIBIT "E"

INSURANCE REQUIREMENTS

1.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

1.1.1 Commercial General Liability insurance at minimum combined single limits of (\$500,000 per-occurrence and \$1,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$500,000 per occurrence. Coverage must be written on an occurrence form.

1.1.2 Workers Compensation insurance at statutory limits, including employers liability coverage at minimum limits. In addition to these, the contractor must meet each stipulation below as required by the Texas Workers Compensation Commission; (Note: If you have questions concerning these requirements, you are instructed to contact the TWCC at (512)440-3789).

1.1.2.1 Definitions: Certificate of coverage ("certificate"). A copy of a certificate of authority of self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, OR TWCC-84), showing statutory workers compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in 406.096) includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1.1.2.2 The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.01 I(44) for all employees of the contractor providing services on the project, for the duration of the project.

1.1.2.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

1.1.2.4 If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

1.1.2.5 The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1.1.2.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

AGREEMENT NO. 0310-02-03

1.1.2.5.2 no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

1.1.2.6 The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

1.1.2.7 The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

1.1.2.8 The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

1.1.2.9 The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1.1.2.9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

1.1.2.9.2 provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

1.1.2.9.3 provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

1.1.2.9.4 obtain from each other person with whom it contracts, and provide to the contractor:

1.1.2.9.4.1 a certificate of coverage, prior to the other person beginning work on the project; and

1.1.2.9.4.2 a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

1.1.2.9.5 retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

1.1.2.9.6 notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

1.1.2.9.7 contractually require each person with whom it contracts, to perform as required by paragraphs 1.1.2.1 through 1.1.2.7, with the certificates of coverage to be provided to the person for whom they are providing services.

1.1.2.10 By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers compensation coverage for the duration of the project, that

AGREEMENT NO. 0310-02-03

the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.1.2.11 The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.1.3 Commercial Automobile Liability insurance shall be no less than \$500,000 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

1.2 The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by Collin County.

1.3 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

1.3.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be contained in the workers compensation coverage.

1.3.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

1.3.3 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

1.3.4 All copies of Certificates of Insurance shall reference the project/contract number.

1.4 All insurance shall be purchased from an insurance company that meets the following requirements:

1.4.1 A financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.

1.5 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

1.5.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

1.5.2 Sets forth the notice of cancellation or termination to Collin County.

EXHIBIT "F"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, or corporation, whatever the case, has or will have during the term of this contract a prohibited interest as that term is defined in Vernon's Texas Codes Annotated, Local Government Code Title 5, Section C, Chapter 171.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Consultant MACTEC ENGINEERING AND CONSTRUCTION, INC.
 Title of Officer PRINCIPAL, AUP
 Signature of Officer [Signature]
 Date: 2-3-04

ACKNOWLEDGMENT

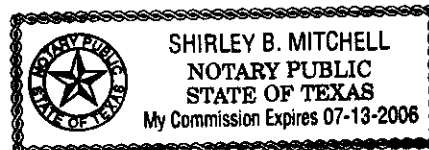
STATE OF TEXAS }
 }
 COUNTY OF COLLIN }

BEFORE ME, on this day personally appeared Patrick D. Bolton, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3 day of Feb., 2004.

Shirley B. Mitchell
 Notary Public, State of Texas

Shirley B. Mitchell
 Printed Name



My Commission expires on the 13 day of July, 2006.